



# **Land for Sale by Sealed Bid Auction: SULLY COUNTY, SD**

**Legal: NW ¼ of Section Thirty-Three (33), Township One Hundred Thirteen (113) North, Range Seventy-seven (77), West of the 5th P.M., Sully County, South Dakota.**

**All offers must be made on forms/bid sheets obtained from Sovell Law Office, PC. Offers shall be delivered and received by Sovell Law Office, PC through personal delivery to 110 S. Main, Onida, OR 118 Commercial, Highmore, SD no later than 1:00 pm, FEBRUARY 21, 2025, or mailed to PO Box 505, Onida SD 57564. "Sealed Bid" shall be clearly identified on the envelope**

**Owners reserve the right to reject all bids. The top bidders may, at the discretion of the Seller, be invited to a private auction to increase offers made.**

**For complete details, contact:**

**Emily Sovell, Attorney at Law 605-258-2546 or 605-852-2761.**

**SEALED BID FORM  
AUCH FARMS LLC SALE**

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(FILL IN ALL HIGHLIGHTED INFORMATION)

Bidder's Contact Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

I, \_\_\_\_\_ (Bidder), hereby make the following offer:

*Legal: NW ¼ of Section Thirty-Three (33), Township One Hundred  
Thirteen (113) North, Range Seventy-seven (77), West of the 5<sup>th</sup> P.M.,  
Sully County, South Dakota.*

Price per Acre: \$ \_\_\_\_\_ x 160 = \$ \_\_\_\_\_

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I, the above-stated bidder, make the foregoing offer. By making said offer, bidder agrees to accept the terms and conditions set forth in the Announcements and correspondence from Sovell Law Office, PC.

Date: \_\_\_\_\_

\_\_\_\_\_  
Bidder's Signature

(RETURN SEALED BID FORM WITH APPLICABLE EARNEST MONEY)

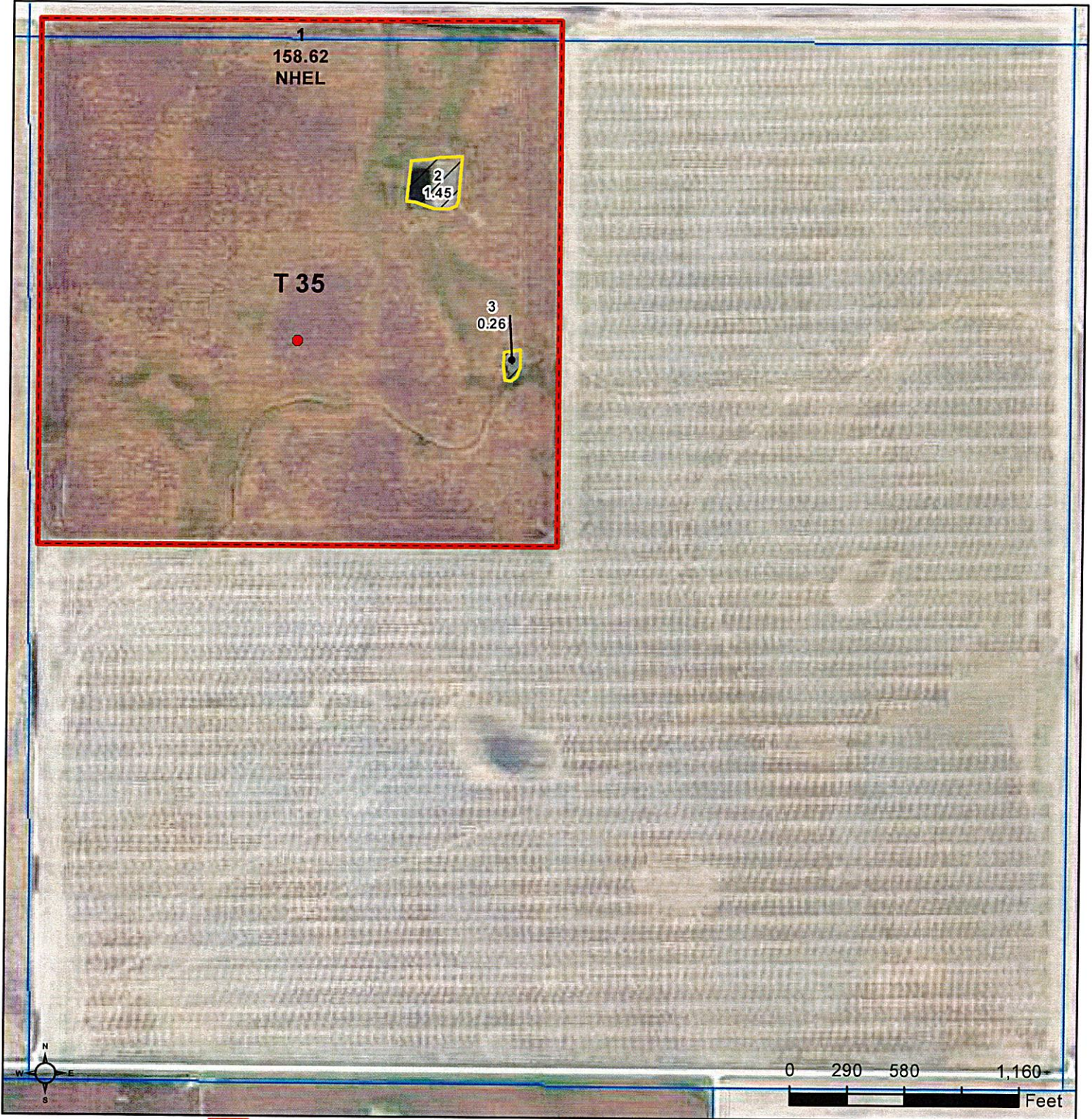
## Announcement / Instructions – Auch Farms LLC

- I. TERMS: This will be a cash sale, and 10% of the offered price must be submitted with your bid. If your offer is rejected, the 10% will be voided and returned. If your offer is accepted, the 10% will be deposited in Sovell Law Trust as non-refundable earnest money, and bidder will be required to complete and sign a purchase agreement reflecting the terms of the sale as set forth herein, or otherwise announced.
- II. Possession will occur at closing, which shall be on or before March 28, 2025.
- III. Title Insurance costs shall be divided equally (50%-50%) between Buyer(s) and Seller.
- IV. Transfer fees will be the responsibility of the Seller and Recording fees shall be the responsibility of the Buyer(s).
- V. The property is selling as is, where is. Seller makes no guarantee on boundaries or borders or fence lines.
- VI. The Sealed Bid Form enclosed herewith must have all yellow, highlighted blanks completed by the bidder.
- VII. Please remove and return the sealed bid form only to Sovell Law Office, PC in order to submit your bid. "Sealed Bid" shall be clearly marked on the exterior of the envelope. Personal delivery can be made to the law office at 110 S. Main, Onida, SD or 118 Commercial Avenue , Highmore, SD, or mailed bids can be mailed to Sovell Law Office, PC PO Box 505, Onida SD 57564. No submissions will be accepted after **February 21, 2025 at 1 pm**. The top bidders may be selected, at the discretion of the Seller, to attend a private auction, or to otherwise increase offers made.
- VIII. Buyer(s) and Seller shall equally share the cost of preparing closing statements and Warranty Deed. Seller shall be responsible for his individual attorney's fees incurred, and Buyer(s) shall be responsible for his/her/their own separate attorney's fees incurred, if any.
- IX. Seller reserves the right to reject any and all bids. The top bidders may be invited to increase their bids through private auction sale or personal contact at Seller's discretion.



United States  
Department of  
Agriculture

# Sully County, South Dakota



### Common Land Unit

- Non-Cropland
- Cropland

- Tract Boundary
- PLSS

### Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

Unless otherwise noted, crops listed below are:  
 Non-irrigated  
 Intended for Grain      Producer initial \_\_\_\_\_  
 Corn = Yellow              Date \_\_\_\_\_  
 Soybeans = Common  
 Wheat - HRS or HRW  
 Sunflowers = Oil or Non

2024 Program Year

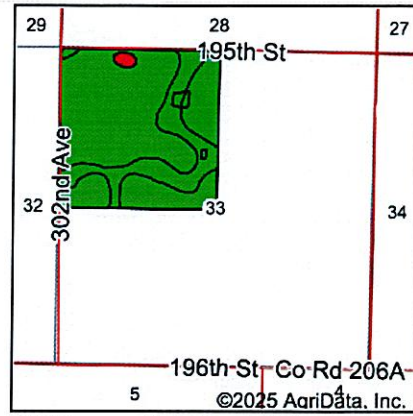
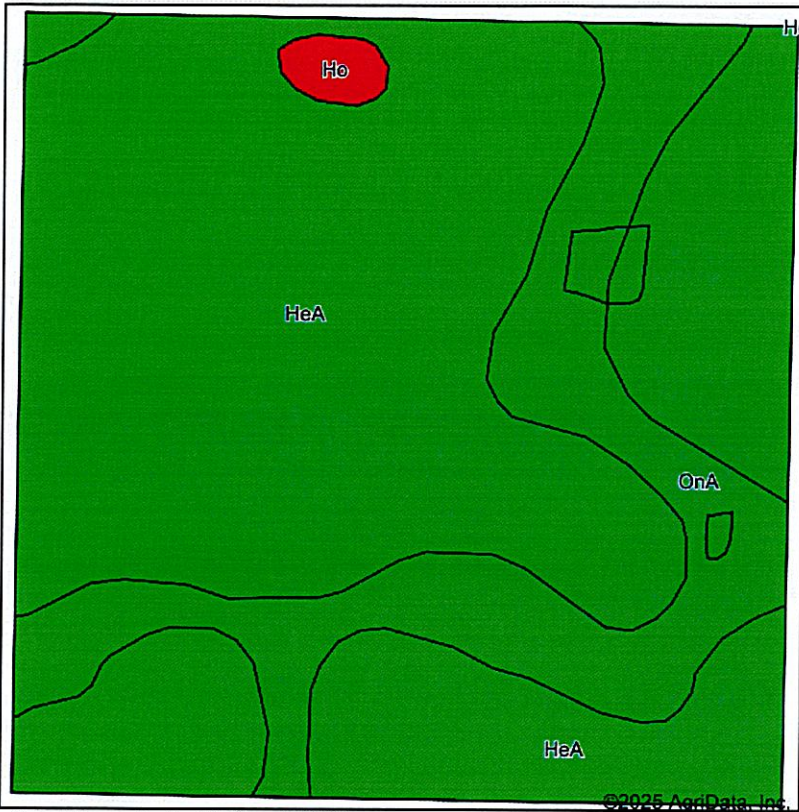
Map Created April 29, 2024

**Farm 4015**

**33-113N-77W-Sully**

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

### Soils Map



State: **South Dakota**  
 County: **Sully**  
 Location: **33-113N-77W**  
 Township: **West Sully**  
 Acres: **160.33**  
 Date: **2/3/2025**

Maps Provided By:



Soils data provided by USDA and NRCS.

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Area Symbol: SD119, Soil Area Version: 27

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index
HeA	Highmore silt loam, 0 to 2 percent slopes	125.00	78.0%		IIc	92
OnA	Mobridge silt loam, 0 to 2 percent slopes	33.72	21.0%		IIc	94
Ho	Hoven silt loam, 0 to 1 percent slopes	1.61	1.0%		VIc	15
<b>Weighted Average</b>					<b>2.04</b>	<b>91.6</b>

\*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

**Abbreviated 156 Farm Record**

Operator Name : FREMARK FARMS PARTNERSHIP  
CRP Contract Number(s) : None  
Recon ID : 46-119-2009-105  
Transferred From : None  
ARCPLC G//F Eligibility : Eligible

**Farm Land Data**

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
160.33	158.62	158.62	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	158.62	0.00		0.00	0.00	0.00	0.00	

**Crop Election Choice**

ARC Individual	ARC County	Price Loss Coverage
None	WHEAT, CORN, SNFLR	None

**DCP Crop Data**

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	118.50	0.00	48	
Corn	37.00	0.00	72	0
Sunflowers	1.70	0.00	2126	
<b>TOTAL</b>	<b>157.20</b>	<b>0.00</b>		

**NOTES**

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**Tract Number : 35**

Description : NW-33-113-77  
FSA Physical Location : SOUTH DAKOTA/SULLY  
ANSI Physical Location : SOUTH DAKOTA/SULLY  
BIA Unit Range Number :  
HEL Status : NHEL: No agricultural commodity planted on undetermined fields  
Wetland Status : Tract contains a wetland or farmed wetland  
WL Violations : None  
Owners : AUCH FARMS LLC  
Other Producers : None  
Recon ID : None

**Tract Land Data**

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
160.33	158.62	158.62	0.00	0.00	0.00	0.00	0.0

Abbreviated 156 Farm Record

Tract 35 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	158.62	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	118.50	0.00	48
Corn	37.00	0.00	72
Sunflowers	1.70	0.00	2126
<b>TOTAL</b>	<b>157.20</b>	<b>0.00</b>	

NOTES

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## ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Heather Johnson  
Title Examiner  
209 N. Deadwood St.  
Ft. Pierre, SD 57532  
605-223-2727

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(612) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By  President

Attest  Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



## Commitment Conditions

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; [ and]
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form].

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing[ and authenticated by a person authorized by the Company].
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Titles of Dakota  
Issuing Office: 209 N. Deadwood St, PO Box 278, Ft. Pierre, SD 57532  
Issuing Office 's ALTA® Registry ID: 0002690  
Loan ID No.:  
Commitment No.: 25-0028  
Issuing Office File No.: 25-0028  
Property Address: N/A, Onida, SD 57564

### SCHEDULE A

1. Commitment Date: January 8, 2025 at 08:00 AM
2. Policy to be issued:
  - a. ALTA Owners Policy (07/01/21)  
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
Proposed Amount of Insurance: \$5,000.00  
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple.
4. The Title is, at the Commitment Date, vested in:  
Auch Farms, LLC
5. The Land is described as follows:  
Township 113 North, Range 77 West of the 5th P.M., Sully County, South Dakota  
Section 33: NW1/4

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**SCHEDULE A**  
(Continued)


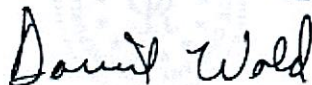
**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**



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Heather Johnson  
Title Examiner  
209 N. Deadwood St.  
Ft. Pierre, SD 57532  
605-223-2727

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President  
Attest  Secretary

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# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

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## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The proposed insured has not been submitted at this time to our company, and is subject to approval by the company. NOTE: This should not be used for sale or mortgage purposes on said premises, as further requirements may be requested.
6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being Insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent herewith when the final amounts are approved.

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Commitment for Title Insurance (07-01-2021)  
Schedule B1

AMERICAN  
LAND TITLE  
ASSOCIATION



25-0028



# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B, PART II Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any liens, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Any taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims, title, or interest in any minerals, mineral rights, or related matters, or rights of access and egress, including but not limited to oil, gas, coal, and other hydrocarbons; (b) exceptions, reservations, and restrictions contained in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. Any setback lines and utility easements that may exist.
9. Rights of tenants in possession under the terms of unrecorded leases.

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ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BII

AMERICAN  
LAND TITLE  
ASSOCIATION



25-0028

## SCHEDULE B, PART II

(Continued)

10. The 2024 real estate taxes due and payable in 2025 are due and payable as follows:  
NW4 of 33-113-77 in the amount of \$1,601.56 which are UNPAID. (Record #512)  
Subject to real estate taxes for 2025 tax year which are not yet due and payable.
11. Location Notice - Dry Draw No. 10698, dated October 21, 1958, gives notice pursuant to SDCL 46-4-3, as amended, that a Dry Draw Dam for the purpose of storing flood waters for livestock purposes as to property located in the NE4NW4 of Sec 33-113-77.

End of Schedule B.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BII

AMERICAN  
LAND TITLE  
ASSOCIATION



25-0028





**OLD REPUBLIC TITLE**

**FACTS**

**WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

**Who we are**

<b>Who is providing this notice?</b>	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
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**What we do**

<b>How does Old Republic Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a>
<b>How does Old Republic Title collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver’s license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can’t I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates’ everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.</p>

**Definitions**

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys’ Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn’t jointly market.</i></li> </ul>

**Affiliates Who May be Delivering This Notice**

<b>American First Title &amp; Trust Company</b>	<b>American Guaranty Title Insurance Company</b>	<b>Attorneys' Title Fund Services, LLC</b>	<b>Compass Abstract, Inc.</b>	<b>eRecording Partners Network, LLC</b>
<b>Genesis Abstract, LLC</b>	<b>Guardian Consumer Services, Inc.</b>	<b>iMarc, Inc.</b>	<b>L.T. Service Corp.</b>	<b>Lenders Inspection Company</b>
<b>Lex Terrae National Title Services, Inc.</b>	<b>Lex Terrae, Ltd.</b>	<b>Mississippi Valley Title Services Company</b>	<b>Old Republic Branch Information Services, Inc.</b>	<b>Old Republic Diversified Services, Inc.</b>
<b>Old Republic Escrow of Vancouver, Inc.</b>	<b>Old Republic Exchange Company</b>	<b>Old Republic National Ancillary Services, Inc.</b>	<b>Old Republic Title and Escrow of Hawaii, Ltd.</b>	<b>Old Republic National Title Insurance Company</b>
<b>Old Republic Title Company</b>	<b>Old Republic Title Company of Conroe</b>	<b>Old Republic Title Company of Nevada</b>	<b>Old Republic Title Company of Oklahoma</b>	<b>Old Republic Title Company of Oregon</b>
<b>Old Republic Title Company of St. Louis</b>	<b>Old Republic Title Information Concepts</b>	<b>Old Republic Title Insurance Agency, Inc.</b>	<b>Old Republic Title, Ltd.</b>	<b>RamQuest Software, Inc.</b>
<b>Republic Abstract &amp; Settlement, LLC</b>	<b>Sentry Abstract Company</b>	<b>Surety Title Agency, Inc.</b>	<b>Trident Land Transfer Company, LLC</b>	